

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

PNC BANK, NATIONAL ASSOCIATION,)	
successor to National City Bank,)	
)	Case No. 17-cv-1034
Plaintiff,)	
)	<u>Judge</u>
v.)	Hon. Amy J. St. Eve
)	
THOMAS F. WILLSON,)	<u>Magistrate</u>
)	Hon. Mary M. Rowland
Defendant.)	

**MOTION FOR ENTRY OF
EX PARTE JUDGMENT BY CONFESSION**

NOW COMES the plaintiff, PNC Bank, National Association, successor to National City Bank (“PNC”), by and through its attorneys, Thomas J. Dillon, Nicholas S. Maragos, and McFadden & Dillon, P.C., and moves for entry of *ex parte* judgment by confession against Thomas F. Willson (“Willson”). In support thereof, PNC states as follows:

1. The above-captioned cause was filed on February 8, 2017 and is presently pending before this Court.
2. PNC asserts in its Complaint a claim against Willson for breach of contract arising out of a Promissory Note executed by Willson in favor of PNC in the original principal amount of \$262,000.00, amended by an Amendment to Loan Documents executed by Willson in favor of PNC (as amended, the “Note”). True and accurate copies of the original promissory note and Amendment to Loan Documents are attached to the Complaint as Exhibits B and C, respectively, and incorporated by reference.

3. The Illinois Code of Civil Procedure provides, in pertinent part:

[A]ny person for a debt bona fide due may confess judgment by himself or herself or attorney duly authorized, without process. The application to confess judgment shall be made . . . in the county in which one or more of the defendants reside

735 ILCS 5/2-1301(c).

4. In pertinent part, the Note provides as follows:

[Willson] hereby empowers any attorney of any court of record, after the occurrence of any Event of Default hereunder, to appear for [Willson] and, with or without complaint filed, confess judgment, or a series of judgments, against [Willson] in favor of [PNC] or any holder hereof for the entire unpaid principal balance of the Note, all accrued interest and all other amounts due hereunder, together with costs of suit and attorneys' fees, and for doing so, the Note or a copy verified by affidavit shall be a sufficient warrant. [Willson] hereby forever waives and releases all errors in said proceedings and all rights of appeal and all relief from any and all appraisal, stay or exemption laws of any state now in force or hereafter enacted.

(Complaint Ex. C at 2.)

5. PNC submits herewith as Exhibit A the Affidavit of Frank Kiernan, a Vice President and Senior Asset Manager of the Asset Resolution Team of PNC, verifying the Note and setting forth the amounts due under the Note.

6. PNC also submits herewith as Exhibit B a Confession executed by Wendy Kaleta Gattone, a licensed Illinois attorney, on behalf of Willson, confessing judgment against Willson pursuant to the express provisions of the Note.

WHEREFORE, plaintiff, PNC Bank, National Association, successor to National City Bank, respectfully requests that this honorable court, pursuant to the express confession of judgment provision of the Note along with the Confession

submitted herewith, (i) enter judgment by confession in favor of PNC and against the defendant, Thomas F. Willson, on Count I of the Complaint; and (iii) grant such further and additional relief as this court may deem just and proper.

Respectfully submitted,

/s/ Nicholas S. Maragos

One of the attorneys for plaintiff, PNC Bank, National Association, successor to National City Bank

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